

Westlaw® Subscriber Agreement



AGREEMENT entered into between _____ ("Subscriber") and WEST, a Thomson Reuters business ("West") regarding Westlaw, its online legal research service, as follows:

1. License.

a. Grant. Subscriber is granted a non-exclusive, non-transferable, limited license to access Westlaw. Westlaw consists of various West-owned and third party content, services, functions and remotely-accessed gateways (collectively "Features") which may change from time to time. Access to certain Features may be restricted. Subscriber is licensed to use data made available through Westlaw ("Data," which includes "Downloaded Data" as defined below) solely in the regular course of legal and other research and related work. Certain Features are licensed subject to paragraphs 2 through 4 or subject to "Additional Terms" (as defined below), all of which take precedence over the license granted in this paragraph. Except as otherwise provided, the license includes the right to download and temporarily store insubstantial portions of Data ("Downloaded Data") to a storage device under Subscriber's exclusive control solely (i) to display internally such Downloaded Data and (ii) to quote and excerpt from such Downloaded Data (appropriately cited and credited) by electronic cutting and pasting or other means in memoranda, briefs and similar work product created by Subscriber in the regular course of its research and work. Subscriber may also create printouts of Data for internal use and for distribution to third parties for purposes that are consistent with the terms and conditions of this Agreement if such third parties agree not to further distribute the printouts. Subscriber may, on an occasional basis and via Westlaw functionality, direct West to transmit individual documents in electronic format to individual internal user(s). Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms of paragraph 2 herein.

b. Limitations. Subscriber may not copy, download, scrape, store, publish, transmit, retransmit, transfer, distribute, disseminate, broadcast, circulate, sell, resell or otherwise use the Data, or any portion of the Data, in any form or by any means, except (i) as expressly permitted by this Agreement, (ii) with West's prior written permission, or (iii) if not expressly prohibited by this Agreement or by the "Additional Terms", as allowed under the fair use provision of the Copyright Act (17 U.S.C.A. § 107). Downloaded Data shall not be stored or used in an archival database or other searchable database except as expressly permitted by this Agreement or as quoted in Subscriber's work product. Subscriber shall not sell, license, sublicense or distribute Data (including printouts and Downloaded Data) to third parties or use Data as a component of or as a basis for any material offered for sale, license or distribution.

c. Rights in Data. Except for the license granted in this Agreement, all rights, title and interest in Data, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of West and other contributors ("Contributors").

d. Additional Terms. Certain third-party Features are governed by terms and conditions which are different from those set forth in this Agreement ("Additional Terms"). Subscriber will be given an opportunity to review Additional Terms by receiving notice of such Additional Terms online.

2. West Proprietary Data. Subscriber may, via Westlaw functionality, direct West to transmit West-proprietary documents (i.e., documents not licensed by West from third parties) in electronic format to internal user(s) or to a third party who is an individual if such third party agrees not to further disseminate such documents. Subscriber acknowledges its responsibility in assuring compliance with the foregoing by any third party to whom Subscriber transmits West-proprietary documents pursuant to the preceding sentence. Direct transmission of electronic copies by Subscriber is prohibited, except as provided in the electronic brief terms set forth herein. West further grants a non-exclusive, non-transferable, limited license to

individual Westlaw users within Subscriber entities to store and use West-proprietary Downloaded Data (as defined above) in a searchable database maintained in connection with an ongoing project of the user ("Project Database"). Such database must consist preponderantly of users' work product with access limited to those internal users actively working on the project. The West-proprietary Downloaded Data may be maintained in the Project Database so long as the project remains active or until any termination of this Agreement, whichever occurs first. Retention of Downloaded Data in a Project Database after the project ends, in an archival database as used as a research tool or in a database accessible to external users is prohibited. West further grants to Subscriber a limited, non-exclusive, non-transferable license to include West-proprietary Downloaded Data in briefs prepared for a specific cause of action for a specific court in an electronic format. Distribution or dissemination of such West-proprietary Downloaded Data in connection with or as part of a brief is limited to the court before which the cause of action is to be heard, the parties to the cause of action, or their representatives. Any further distribution is prohibited without written permission of West. West-proprietary Downloaded Data included in such briefs must retain West copyright notices and indicate that use of, distribution and dissemination to the permitted parties is with the permission of West.

3. West Legal Directory™. Subscriber may use Data contained in West Legal Directory ("WLD") internally in the regular course of Subscriber's business. Subscriber may also create printouts of insubstantial portions of Data consisting of individual WLD listings or selected names and addresses for its own use. Use of WLD to create mailing or marketing lists for commercial purposes or for distribution to third parties is prohibited.

4. Usage Restrictions and Information Protection.

a. Use of Westlaw Data. Subscriber shall not use any Data and shall not distribute any Data to a third party for use in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation. West is not a consumer reporting agency, and Subscriber certifies that it will not use any Data as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes or for any other purpose authorized under section 1681b of the Fair Credit Reporting Act (15 U.S.C.A. § 1681b). Subscriber acknowledges that access to certain Data available on Westlaw, including but not limited to credit header Data, motor vehicle Data, driver license Data, and voter registration Data is regulated by state or federal laws, such as the Gramm Leach Bliley Act ("GLBA"), the Driver's Privacy Protection Act ("DPPA"), or other state or federal laws and regulations, or is subject to Contributor restrictions. Subscriber agrees not to knowingly access such Data for any purpose that is not allowed by the GLBA, by the DPPA, by any other applicable state or federal laws or regulations, or that is contrary to Contributor restrictions. West retains the right to temporarily or permanently block access to certain Data if West, in its sole discretion, reasonably believes that the Data may be used for an improper purpose or otherwise in violation of the terms of this Agreement, or that the terms of West's Contributor agreements requires West to block such access. If West blocks access, West will provide Subscriber with an explanation for such blockage upon Subscriber's request. By accessing Data, Subscriber acknowledges that from time to time, West and its Contributors and/or various government entities may require Subscriber to identify a permissible use and may inquire as to Subscriber's compliance with applicable laws or this Agreement. Subscriber agrees to cooperate with any inquiry, subject to

any attorney-client confidentiality. Subscriber shall report to West any misuse, abuse, or compromise of Data of which Subscriber becomes aware.

b. Protection of Personal Information. West and Subscriber acknowledge that both parties may be required to comply with various privacy and security requirements, including but not limited to those set forth in paragraph 4.a. above, the European Union Directive on Data Protection (95/46) and all other applicable legal directives and applicable industry standards (collectively "Privacy Laws") pursuant to which each party wishes to obtain certain undertakings from the other with regard to the use and protection for the Personal Information of either party. For purposes of this Agreement, "Personal Information" shall refer to, without limitation, the following types of information: name, address, e-mail address, age, date of birth, telephone number, fax, social security number or equivalent or similar government identification numbers, credit/debit card information, bank account information, logins, passwords, or medical or health records of an identifiable human being. Each party shall be responsible for any collection, access, use and disclosure of Personal Information subject to this Agreement. Without limiting the foregoing, each party shall employ appropriate administrative, physical, and technical safeguards in order to sufficiently protect the Personal Information and any information assets and resources in question. Each party shall promptly notify the other of any event that may result in the unauthorized collection, access, use, or disclosure of Personal Information subject to this Agreement ("Information Protection Incident"). The parties shall make reasonable efforts to assist one another in relation to the investigation and remedy of any such Information Protection Incident and any claim, allegation, action, suit, proceeding, or litigation with respect to the unauthorized access, use, or disclosure of Personal Information. Furthermore, any access to or use of Personal Information must be in accordance with all applicable law. No individual shall access records that require a permissible purpose unless such a purpose exists for such individual. For purposes of its obligations hereunder, any acts or omissions by the personnel of each party shall also be deemed to be the acts or omissions of West and/or Subscriber, respectively.

5. Charges and Modification of Charges. Charges payable by Subscriber for access to Westlaw ("Westlaw Charges") will commence on the date West processes Subscriber's order. Westlaw Charges will be as stated in the Schedule A Price Plan or as otherwise agreed upon in writing by the parties. Westlaw Charges may be modified upon at least 30 days prior notice to Subscriber in writing or online. Charges are exclusive of sales, use, value added tax (VAT) or equivalent, ad valorem, personal property and other taxes, which are the responsibility of Subscriber. Subscriber will pay all invoices in full within 30 days from date of invoice. If full payment is not made, Subscriber may be charged up to the maximum legal interest on any unpaid balance.

6. Westlaw Software and Internet Based Services.

a. Westlaw Software. West may make available to Subscriber, on a subscription basis, software for use in connection with Westlaw. Such software, including new versions and the accompanying user documentation, may be referred to collectively as "Software." All Software will be licensed to Subscriber under a license agreement which will accompany the Software. By using the Software and taking such other action as may be referenced in the Agreement as constituting acceptance, Subscriber agrees to be bound by the terms and conditions of the accompanying license agreement. If Subscriber does not so agree, Subscriber must return any tangible copies of the Software in its possession or control.

b. Internet Based Services Westlaw may be accessed by Internet based services such as westlaw.com and next.westlaw.com ("Internet Based Services"). West grants Subscriber a non-exclusive, non-transferable, limited license to use Internet Based Services (including all versions and updates). Subscriber may not reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of Internet Based Services nor may Subscriber reproduce all or any portion of the components of Internet Based Services. Subscriber may use Data cached in

Subscriber's local disk drive solely in support of its use of Internet Based Services. Certain software used by Subscriber may not be capable of supporting Internet Based Services. The performance of Internet Based Services varies with the manufacturers' equipment with which it is used.

7. Disclaimer of Warranties and Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, ANY SCHEDULE OR LICENSE AGREEMENT, WESTLAW, FEATURES, DATA, SOFTWARE AND INTERNET BASED SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS AND DELAYS. SUBSCRIBER'S EXCLUSIVE REMEDY AND WEST'S, ITS AFFILIATES AND/OR CONTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT, IF ANY, FOR ANY CLAIM(S) FOR DAMAGES RELATING TO WESTLAW, FEATURES, DATA, SOFTWARE OR INTERNET BASED SERVICES WHICH ARE MADE AGAINST THEM, INDIVIDUALLY OR JOINTLY, WHETHER BASED IN CONTRACT OR NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF WESTLAW CHARGES PAID BY SUBSCRIBER RELATIVE TO THE SPECIFIC FEATURE (i.e., DATABASE, SERVICE, FUNCTION OR GATEWAY), THE SOFTWARE OR INTERNET BASED SERVICES, AS APPLICABLE, WHICH IS THE BASIS OF THE CLAIM(S) DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL WEST, ITS AFFILIATES AND/OR CONTRIBUTORS BE LIABLE TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO (i) SUBSCRIBER'S INABILITY OR FAILURE TO PERFORM LEGAL OR OTHER RESEARCH OR RELATED WORK OR TO PERFORM SUCH LEGAL OR OTHER RESEARCH OR WORK PROPERLY OR COMPLETELY, EVEN IF ASSISTED BY WEST, ITS AFFILIATES OR CONTRIBUTORS, OR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON DATA; (ii) ANY LOST PROFITS OR OTHER CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES RELATING IN WHOLE OR IN PART TO SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT OR USE OF, OR INABILITY TO USE, WESTLAW, FEATURES, DATA, SOFTWARE OR INTERNET BASED SERVICES, EVEN IF WEST, ITS AFFILIATES AND/OR CONTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (iii) THE PROCURING, COMPILING, INTERPRETING, EDITING, WRITING, REPORTING, OR DELIVERING DATA. FURTHER, WEST SHALL HAVE NO LIABILITY WHATSOEVER TO SUBSCRIBER FOR ANY CLAIM(S) RELATING IN ANY WAY TO ANY THIRD PARTY FEATURE. NEITHER WEST NOR CONTRIBUTORS MAKE ANY WARRANTY THAT ACCESS TO WESTLAW WILL BE UNINTERRUPTED, SECURE, COMPLETE OR ERROR FREE. NOR DOES WEST MAKE ANY WARRANTY AS TO THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE. SUBSCRIBER ACKNOWLEDGES THAT PROVISION OF WESTLAW ENTAILS THE LIKELIHOOD OF SOME HUMAN AND MACHINE ERRORS, DELAYS, INTERRUPTIONS AND LOSSES, INCLUDING THE INADVERTENT LOSS OF DATA OR DAMAGE TO MEDIA.

8. Responsibility for Certain Matters. Subscriber shall provide to West the office location and address associated with Subscriber's Westlaw passwords issued under this Agreement. Subscriber's personnel may also access Westlaw via home computers, laptops or other wireless devices. Subscriber is responsible for notifying West in writing of persons to whom Westlaw passwords are to be issued or from whom passwords are to be revoked. Subscriber is solely responsible for maintaining security of Westlaw passwords. Subscriber is also responsible for all access to and use of Westlaw, including Features, Software and Internet Based Services by Subscriber's personnel or Westlaw passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Sharing of Westlaw passwords that have been issued to individual users of Subscriber is strictly prohibited.

9. Limitation of Claims. Except for claims relating to Westlaw Charges or improper use of Westlaw, Features, Software or Internet Based Services, no claim, regardless of form, which in any way arises out of this Agreement, may be made, nor such claim brought, under this Agreement more than one year after the basis for the claim becomes known to the party desiring to assert it.

10. Term and Termination. This Agreement will become effective upon approval and acceptance by West in St. Paul, Minnesota, and will continue in force until terminated by either party upon at least 30 days prior written notice of termination to the other party, provided, however, that this Agreement may not be terminated prior to one year after the date Subscriber first accesses Westlaw unless otherwise provided in a Special Offer Amendment to the Westlaw Subscriber Agreement. Notwithstanding the foregoing, (i) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if Subscriber commits a material breach of any obligation to West under any other agreement between the parties; (ii) West may terminate this Agreement immediately upon giving written notice of termination to Subscriber if West reasonably believes that Subscriber's use of Data violates any applicable law or regulation, this Agreement or may result in a risk to public safety, including but not limited to the safety of private individuals; (iii) Subscriber may terminate this Agreement immediately upon giving written notice of termination to West after receiving notice of an amendment (as permitted under paragraphs 1(d) and 11) which contains new terms that materially alter the terms of this Agreement and are unacceptable to Subscriber; and (iv) either party may terminate this Agreement immediately upon giving written notice of termination to the other party if the other party commits a material breach of this Agreement.

11. Effect of Agreement. This Agreement (which includes all current and future Schedules, Additional Terms and license agreements and the like) embodies the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. Except as otherwise provided in this Agreement, West may amend the terms and conditions of this Agreement by giving Subscriber at least 30 days prior written notice. Any other amendment must be in writing and signed by both parties.

12. Force Majeure. West's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

13. Notices. Except as otherwise provided herein, all notices must be in writing to West at 610 Opperman Drive, P.O. Box 64833, St. Paul, Minnesota 55164-1803, Attention: Customer Service, and to Subscriber at the address set forth below.

14. General Provisions. This Agreement will be governed by and construed under the law of the state of Minnesota, U.S.A. without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising out of this Agreement and each party consents to the exclusive jurisdiction of such courts. Neither this Agreement nor any part or portion may be assigned, sublicensed or otherwise transferred by Subscriber without West's prior written consent. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement. West, as used herein, applies to West Publishing Corporation, Thomson Reuters Applications Inc., West Services Inc., Thomson Reuters (Legal) Inc., and their affiliates.

15. Ideas and Concepts. Any and all title, ownership rights, and intellectual property rights concerning any ideas, concepts, suggestions, materials and the like that Subscriber provides to West regarding Westlaw, Internet Based Services or Westlaw Software shall become the exclusive property of West and may be used for its business purposes in its sole discretion without any payment, accounting, remuneration or attribution to Subscriber.

16. Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of West shall not be deemed to be employees of Subscriber and employees of Subscriber shall not be deemed to be employees of West. West and Subscriber shall be responsible to their respective employees for salaries and benefits. Neither West's employees nor the Subscriber's employees shall be entitled to any salary or wages from the other party or to any benefits made to its employees, including but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. West and Subscriber shall be responsible for maintaining Workers' Compensation Insurance and Unemployment Insurance for their employees, and for payment of all Federal, State, local and any other payroll taxes with respect to their employees' compensation.

17. Hold Harmless. Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims.

18. Living Wage. If the compensation for services provided pursuant to this Agreement is equal to or exceeds \$25,000, this Agreement is subject to the Living Wage Ordinance of the Lincoln Municipal Code Chapter 2.81. The Ordinance requires that, unless specific exemptions apply or a waiver is granted, West shall provide payment of a minimum living wage to employees providing services pursuant to this Agreement. Under the provisions of the Lincoln Living Wage Ordinance, Subscriber shall have the authority to terminate this Agreement and to seek remedies for violations of the Ordinance.

19. Audit Provision. West shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall, upon 30 days prior to written notice, make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials in West's possession germane to this Agreement, as allowed by law.

19. Termination for Lack of Funding. Subscriber may terminate this Agreement in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of Subscriber. In the event of unavailability of funds to pay any amounts due under this Agreement, Subscriber shall immediately notify West and this Agreement shall terminate without penalty or expense to Subscriber. Upon termination, Subscriber shall pay West for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by this Agreement.

SUBSCRIBER

Signature _____

Name (please print) Chris BeutlerTitle Mayor of City of Lincoln

Date _____

Firm Name _____

Address _____

Contact _____

Telephone _____

Sales Representative _____

Lancaster County Board of Commissioners

Westlaw PASSWORDS (optional) – Attach list for additional names.

NAME	PASSWORD	ATTORNEY	
Please Print (last, first)	ISSUE	YES	NO

Contact: _____

E-mail for password delivery: _____

If Subscriber is a non-Westlaw Special Offer subscriber, the applicable
Schedule A Price Plan _____ (*must be completed*) is attached hereto.

SPECIAL OFFER AMENDMENT
TO WESTLAW® SUBSCRIBER AGREEMENT

Special Offer Amendment to Westlaw Subscriber Agreement between **State of Nebraska - Lancaster County, the City of Lincoln** ("Subscriber") and **West, a Thomson Reuters business** ("West") as follows:

1. **Effect of Amendment.** The underlying Westlaw Subscriber Agreement, of even date herewith including all schedules thereto ("Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Amendment. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Amendment shall have the meanings attributed to them in the Subscriber Agreement. This Amendment embodies the entire understanding between the parties with respect to the subject matter of this Amendment and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.
 - From April 1, 2011 through March 31, 2012 ("Period 1"), the Period 1 Monthly Guarantee shall be \$2,624.
 - From April 1, 2012 through March 31, 2013 ("Period 2"), the Period 2 Monthly Guarantee shall be \$2,703.
 - From April 1, 2013 through March 31, 2014 ("Period 3"), the Period 3 Monthly Guarantee shall be \$2,784.
 - From April 1, 2014 through March 31, 2015 ("Period 4"), the Period 4 Monthly Guarantee shall be \$2,868.
 - From April 1, 2015 through March 31, 2016 ("Optional Period 5"), the Optional Period 5 Monthly Guarantee shall be \$2,954.
2. **Term and Termination.** The Subscriber Agreement and this Amendment, which are subject to approval and acceptance by West in St. Paul, Minnesota, shall become effective on April 1, 2011. This Amendment shall continue in effect through March 31, 2015 (the "Term"). Subscriber may, at its option and upon prior written notice to West, extend the Term of this Amendment for one (1) additional one-year "Period", as defined herein. Notwithstanding the foregoing, this Amendment shall terminate simultaneously with termination of the Subscriber Agreement. During the Term, Subscriber agrees not to exercise its right to terminate the Subscriber Agreement for any reason other than a material breach by West. The parties agree to enter into good faith negotiations, regarding the terms and conditions of this Amendment, if either party deems there is a material change in Subscriber's organizational structure, including, but not limited to mergers, acquisitions, significant increase in the number of attorneys, owners, partners, associates, staff attorneys or accounting professionals, divestitures or downsizing. In the event Subscriber does not execute a superseding amendment at least 15 days prior to the end of the Term, West shall bill Subscriber for its Westlaw usage, at then-current Schedule A Plan 2 Government Service rates effective on the first day following the end of the Term, continuing thereafter until a superseding Amendment is executed by the parties.
3. **Special Offer.**
 - 3.1 For each month during the Term, Subscriber shall guarantee minimum monthly Westlaw Charges, regardless of actual Westlaw usage, for Subscriber's Westlaw access ("Monthly Guarantee") as set forth below:
 - 3.2 Except as provided in paragraph 3.3 herein, all charges associated with the use of the following databases, Features and services shall be included in the Monthly Guarantee ("Included Charges"):
 - Federal Case Law & Judicial Materials, Statutes & Legislative Materials, Administrative Law & Regulations
 - State Case Law & Judicial Materials, Statutes & Legislative Materials, Administrative Law & Regulations
 - Selected Practice-Area Materials
 - Legal Texts, Periodicals and Miscellaneous Materials
 - Law Reviews & Journals
 - Online Citation Checking (including KeyCite)
 - Offline Transmission
 - Alert Services (WestClip and KeyCite Alert)
 - Offline Automated Citation Checking (via WESTCheck and including QuoteRight)
 - Legal Research Library Databases
 - Nebraska Municipal Law Core Library Databases
 - ResultsPlus Premium Library Databases
 - Nebraska Criminal Secondary Library Databases

3.3 Access to and use of the following databases, Features and services shall be blocked ("Excluded Charges"):

- Alert Services (WestClip and KeyCite Alert continuous frequency)
- BNA Databases
- CCH Databases
- Charges for any third party Westlaw Feature(s) released during the Term
- Company Profiles Database
- Dockets
- Enflex Databases
- Graphical Bills
- LRP Secondary Databases (non-JV)
- News Select Library Databases
- NewsRoom Library Databases
- Parcel Maps
- PDF Charges (including, but not limited to Attorney Medical Advantage, Briefs, Dockets, Experian Smart Business Reports, Investext and Patent Image)
- People Map
- Premier Databases
- Profiler Databases
- Public Records Databases and Services (including EDGAR, Disclosure Company Index, Criminal Records Databases/ARREST-ALL, Westlaw Public Records Databases and Services, Real Property Reports, People Finder, PeopleFinder Reports, Deed Images, WATCHLIST and Westlaw Ancillary Only Public Records)
- Specialty Databases
- All Texts and Periodicals (TP-ALL) Library Database
- West Batch Processing
- West Reporter Images
- Westlaw Ancillary Only Library Databases
- Westlaw Business Services on Westlaw Library Databases
- Westlaw Case Calendaring
- Westlaw CiteAdvisor
- Westlaw CourtExpress Document Research & Retrieval
- Westlaw Legal Calendaring
- WestlawNext platform (NOTE: not all content and Features are accessible via WestlawNext. Included Charges content and Features, set forth herein, will also be billed WestlawNext Access Charges)
- Westlaw Patent
- Westlaw Tax

3.4 West may, at its option, make certain databases, Features and services Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if the databases, Features or services are enhanced or released after the effective date of this Amendment.

4. **Non-Availability of Funds.** If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under this Amendment, or if Subscriber receives a lawful order issued in or

for any fiscal year during the Term of this Amendment that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out herein, Subscriber shall certify and warrant in writing that sufficient funds have not been appropriated or authorized to continue this Amendment, and provide West notice not less than 30 days prior to the date of cancellation with such termination effective on the first day of the month following such 30 days.

5. **Subscriber's Offices.** This Amendment shall be effective for Subscriber's offices as outlined on Exhibit 1.
6. **Support and Training.** Subscriber agrees to actively promote the effective use of Westlaw during the Term. To this end, Subscriber (with the support of West) will work toward establishing programs encouraging effective use of Westlaw, including, at a minimum:
 - (a) training in the use of Westlaw, at no charge, by West for all new attorneys, librarians, paralegals and other appropriate personnel;
 - (b) additional ongoing programs presented by West and supported by Subscriber to update and train all appropriate personnel to enhance their understanding and use of Westlaw; and
 - (c) the periodic distribution of memos or other communications by Subscriber to all personnel encouraging effective use of Westlaw.
7. **Confidential Information of West.** During the Term and thereafter, except as specifically provided herein and/or to the extent reasonably necessary to perform its obligations or exercise its rights hereunder, neither party shall provide nor disclose to any third party, unless properly directed or ordered to do so by public authority or otherwise required to do so by law, any information or matter that (i) constitutes or concerns the terms and conditions of this Amendment, or (ii) regards any dealings or negotiations between the parties relating to this Amendment. If either party is directed or ordered to provide or disclose any information or matter by public authority or otherwise required to do so by law, such party shall promptly notify the party whose information is being provided or disclosed.

West, a Thomson Reuters business

By _____

Title _____

Date _____

Date and Time Received by West in St. Paul, Minnesota:

State of Nebraska - Lancaster County, the City of Lincoln

By (signature) _____

Name (please print) _____

Title _____

Date _____

Firm Name _____

Subscriber's Address _____

Contact Name _____

Telephone Number _____

This offer expires March 29, 2011 at 12:00 p.m. CST

KSO
3/3/2011

Lancaster County Board of Commissioners

EXHIBIT 1
Westlaw Locations and Password Contacts

☐ All office locations must be listed below. Check here if there is one password contact across all office locations and complete password contact information below. List additional Westlaw password contacts (if applicable) for other office locations.

[illegible]

Special Offer Billing Options

Only applicable to Subscribers with multiple locations and must be completed and returned with the Special Offer Amendment

_____ **Default**

UNLESS OTHERWISE SPECIFIED, THE SUBSCRIBER FIRM/ORGANIZATION WILL RECEIVE ONE COMBINED MONTHLY INVOICE AND A COPY OF EACH PARTICIPATING ACCOUNT'S LOCATION USAGE REPORTS - ALL MAILED TO THE PAYER ACCOUNT OFFICE.

_____ **As Is**

Subscriber's current billing arrangement should remain unchanged.

_____ **Alternative # 2**

Each account will be billed separately, each receiving an invoice and a location usage report. Special offer adjustments will be allocated to the individual accounts based on their actual usage charges.

_____ **Alternative # 3**

An invoice and location usage report will be created for each office, allocating special offer adjustments to individual accounts based on their actual usage charges, however each account invoice and associated location usage reports will be independently mailed to the account noted below rather than to the invoiced account location.

Mail to Account: _____

PLEASE NOTE: THESE BILLING ARRANGEMENTS DO NOT AFFECT QUICKVIEW+.

WESTLAW CORRECTIONAL FACILITIES SPECIAL OFFER AMENDMENT
TO WESTLAW® SUBSCRIBER AGREEMENT

Special Offer Amendment to Westlaw Subscriber Agreement between **Lancaster County, on behalf of Lancaster County Corrections** ("Subscriber") and **West, a Thomson Reuters business** ("West") as follows:

1. **Effect of Amendment.** The underlying Westlaw Subscriber Agreement, of even date herewith including all schedules thereto ("Subscriber Agreement"), between Subscriber and West is amended as specifically set forth herein to incorporate the terms of this Amendment. As amended, the Subscriber Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Amendment shall have the meanings attributed to them in the Subscriber Agreement. This Amendment embodies the entire understanding between the parties with respect to the subject matter of this Amendment and supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Subscriber Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.

2. **Term and Termination.** The Subscriber Agreement and this Amendment, which are subject to approval and acceptance by West in St. Paul, Minnesota, shall become effective on April 1, 2011. This Amendment shall continue in effect through March 31, 2015 (the "Term"). Subscriber may, at its option and upon prior written notice to West, extend the Term of this Amendment for one (1) additional one-year "Period", as defined herein. Notwithstanding the foregoing, this Amendment shall terminate simultaneously with termination of the Subscriber Agreement. The parties agree to enter into good faith negotiations, regarding the terms and conditions of this Amendment, if either party deems there is a material change in Subscriber's organizational structure, including, but not limited to a significant increase in the number of attorneys (excluding any merger with or acquisition of a Westlaw subscriber), divestitures or downsizing. In the event Subscriber merges with or acquires another entity that is, as of the effective date of the merger or acquisition, a current Westlaw subscriber under its own Special Offer Amendment, Schedule A, or WestlawPRO agreement, the "Monthly Guarantees", as defined herein, shall be increased by amounts equal to the acquired entity's average monthly Westlaw invoices during the 12 months preceding the merger or acquisition (less any "Excluded Charges", as defined herein). Such increased Monthly Guarantees shall be in effect for six (6) months thereafter during which time the parties shall negotiate in good faith regarding the terms and conditions of this Amendment. In the event the parties do not reach agreement at the end of six (6) months, the new Monthly Guarantees shall continue in effect for the remainder of the Term of the Amendment or until the parties execute a superseding amendment, whichever first occurs.

3. **Special Offer.**

3.1 From April 1, 2011 through March 31, 2012 ("Period 1"), Subscriber shall guarantee monthly fixed Westlaw Charges of \$630 ("Monthly Guarantee"), regardless of Subscriber's actual usage, for all charges associated with the Westlaw Databases as set forth below:

- Nebraska State Plus Correction Library Database

3.2 From April 1, 2012 through March 31, 2013 ("Period 2"), the Period 2 Monthly Guarantee shall be \$649.

3.3 From April 1, 2013 through March 31, 2014 ("Period 3"), the Period 3 Monthly Guarantee shall be \$668.

3.4 From April 1, 2014 through March 31, 2015 ("Period 4"), the Period 4 Monthly Guarantee shall be \$688.

3.5 From April 1, 2015 through March 31, 2016 ("Optional Period 5"), the Optional Period 5 Monthly Guarantee shall be \$709.

3.6 Access to and use of all other databases, Features and services shall be blocked ("Excluded Charges Databases"). The Monthly Subscription Charges and Monthly Minimum shall be waived. West may, at its option, make certain databases Features and services Excluded Charges Databases if West is contractually bound or otherwise required to do so by a Contributor of Data or if the databases, Features or services are enhanced or released after the effective date of this Amendment.

4. **Authorized Use.** Access to certain Features and databases of Westlaw Correctional Facilities (e.g., such as downloading, fax, e-mail, WestClip, KeyCite Alert, etc.) are or may be restricted by West. Westlaw Correctional Facilities will be accessible only upon six (6) terminals of Subscriber. Westlaw can be accessed when those inmates in Subscriber's correctional facility(ies) ("Correctional Facilities Users") click on a Westlaw icon or a link placed on the desktop of Subscriber designated terminals. Westlaw passwords will be held at West and shall not be revealed to Subscriber or Correctional Facilities Users. Correctional Facilities Users must assent to and submit to West an online click through license agreement prior to accessing Westlaw. Westlaw access shall be performed only on Subscriber's premises. Any access to Westlaw Correctional Facilities outside of the correctional facility is strictly prohibited.

5. Subscriber Certifications.

5.1 Subscriber by his/her initials below certifies and acknowledges understanding and acceptance of the security limits of Westlaw and Subscriber's responsibility for controlling Internet and network access.

____ **Subscriber's Initials.** Functionality of Westlaw cannot and does not limit access to non-West Internet sites. It is the responsibility of Subscriber to control network access to the Internet or internal correctional sites. By his/her initials, Subscriber acknowledges its understanding and acceptance of the security limits of Westlaw and Subscriber's responsibility for controlling Internet and network access.

____ **Subscriber's Initials.** Subscriber certifies that it shall be responsible for controlling network access to the Internet or internal Subscriber sites. Subscriber agrees to provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw URL. Subscriber must design, configure and implement its own security configuration.

____ **Subscriber's Initials.** Subscriber shall not use any Data, and shall not distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the Subscriber Agreement.

5.2 Subscriber, by his/her initials below, certifies that the following is current and accurate and that Subscriber shall provide West with prompt written notice should the status of any of the following certifications change. West may restrict access to certain databases, Features or services at any time.

Westlaw will be accessed by and/or Data provided to (please initial only one):

____ Non-inmates/administrative staff with no direct research results provided to inmates (including work product created as part of inmates' legal representation).

____ Internal access and/or inmate-requested research with access for employees only, for administrative or internal use as well as for research on behalf of or at the request of inmates, for example:

- Employee conducts Westlaw research online and provides printed Westlaw documents to inmates.
- Employee conducts Westlaw research online and posts printed Westlaw documents in the prison.
- Employee conducts Westlaw research online and makes printed Westlaw documents available for check-out from the inmate library

All such access use will fully comply with the following restrictions:

- In no event shall inmates be provided direct access to or control of the terminal.
- Westlaw terminals will be located in a secured location that does not provide inmate access.
- Access shall only be given to Subscriber employees.
- No access shall be outsourced or otherwise provided to third parties.
- Subscriber shall be solely responsible for ensuring that no sensitive information is provided to inmates.

____ Direct access by inmates (including access for pro se legal representation), by third parties on behalf of inmates with results (print or electronic) delivered/provided to inmates, or by employees in circumstances where an inmate may have access to or control of the terminal.

6. Training. Basic Westlaw training will be provided at no charge at West Information Centers or via telephone for Subscriber's personnel who will use or instruct others in the use of Westlaw.

7. Confidentiality. During the Term and thereafter, except as specifically provided herein and/or to the extent reasonably necessary to perform its obligations or exercise its rights hereunder, neither party shall provide nor disclose to any third party, unless properly directed or ordered to do so by public authority or otherwise required to do so by law, any information or matter that (i) constitutes or concerns the terms and conditions of this Amendment, or (ii) regards any dealings or negotiations between the parties relating to this Amendment. If either party is directed or ordered to provide or disclose any information or matter by public authority or otherwise required to do so by law, such party shall promptly notify the party whose information is being provided or disclosed.

West, a Thomson Reuters business

By _____

Title _____

Date _____

Date and Time Received by West in St. Paul, Minnesota:

Subscriber

By (signature) _____

Name (please print) _____

Title _____

Date _____

Firm Name _____

Subscriber's Address _____

Contact Name _____

Telephone Number _____

Technical Contact Name _____

Telephone Number _____

E-Mail Address _____

Lancaster County Board of Commissioners

This offer expires March 29, 2011 at 7:00 p.m. CDT

KSO
3/3/11

Special Offer Billing Options

Only applicable to Subscribers with multiple locations and must be completed and returned with the Special Offer Amendment

_____ **Default**

UNLESS OTHERWISE SPECIFIED, THE SUBSCRIBER FIRM/ORGANIZATION WILL RECEIVE ONE COMBINED MONTHLY INVOICE AND A COPY OF EACH PARTICIPATING ACCOUNT'S LOCATION USAGE REPORTS - ALL MAILED TO THE PAYER ACCOUNT OFFICE.

_____ **As Is**

Subscriber's current billing arrangement should remain unchanged.

_____ **Alternative # 2**

Each account will be billed separately, each receiving an invoice and a location usage report. Special offer adjustments will be allocated to the individual accounts based on their actual usage charges.

_____ **Alternative # 3**

An invoice and location usage report will be created for each office, allocating special offer adjustments to individual accounts based on their actual usage charges, however each account invoice and associated location usage reports will be independently mailed to the account noted below rather than to the invoiced account location.

Mail to Account: _____

PLEASE NOTE: THESE BILLING ARRANGEMENTS DO NOT AFFECT QUICKVIEW+.